

North Canton City Council  
Water, Sewer, and Rubbish Committee

ORDINANCE 53 - 2020

An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement with the Stark County Commissioners for the relocation and replacement of City waterlines as part of the Commissioner's Pittsburg Avenue/Orion Street/Shuffel Street Dual Roundabout Project (the "Project"), and declaring the same to be an emergency.

WHEREAS, the Stark County Board of Commissioners is undertaking a project to construct a roundabout at the intersections of Pittsburg Avenue and Orion Street and Pittsburg Avenue and Shuffel Street, and

WHEREAS, the Project will require the relocation and replacement of City waterlines outside the corporation limits, and

WHEREAS, the Stark County Board of Commissioners wishes to utilize funding from Ohio Department of Public Works grants to cover part of the City's costs of construction, and

WHEREAS, the Stark County Board of Commissioners wishes to apply for said funding and administer both the bidding and construction process on the City's behalf.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor, be, and is hereby authorized to enter into an agreement with the Stark County Commissioners for the relocation and replacement of City waterlines as part of the Commissioner's Pittsburg Avenue/Orion Street/Shuffel Street Dual Roundabout Project as described in "Exhibit A" attached hereto and incorporated herein.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton; and; further necessary to meet the October 16, 2020 deadline for the submission of grant applications to OPWC wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force upon its adoption by Council, together with the Mayor's approval. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 14<sup>th</sup> day of September 2020.

Attest: Benjamin R. Young  
Benjamin R. Young, Clerk of Council

Stephan B. Wilder Signed on: 17 September 2020  
Stephan B. Wilder, Mayor

**AGREEMENT  
PITTSBURG AVENUE/ORION STREET and SHUFFEL STREET**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Board of County Commissioners of Stark County, Ohio, with offices located at the County Administrative Building, 110 Central Plaza South, Suite 240, Canton, Ohio 44702, duly authorized by a resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2020; hereinafter referred to as the **COUNTY**; and the City of North Canton, Ohio, a municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as the **CITY**, duly authorized by Ordinance No. **53-2020**, passed by its Council on the 14th day of September, 2020.

**WHEREAS**, there is currently located roadways in Jackson Township that contains City of North Canton waterlines on Pittsburg Street, Orion Street and Shuffel Street; and

**WHEREAS**, the **CITY** wishes to install and replace waterlines outside the Incorporated limits as part of the construction contract for the Pittsburg Street, Orion Street and Shuffel Street (PID 103288); and

**WHEREAS**, it is in the best interests of the **COUNTY** and the **CITY** to reconstruct the roadways and construct new waterline; and

**WHEREAS**, the **COUNTY** and the **CITY** wish to resolve their respective liabilities and/or obligations with respect to the design, right of way and construction of said improvement.

**NOW, THEREFORE**, in consideration of the covenants and agreement contained herein, it is mutually agreed by and between the parties as follows:

1. The **COUNTY** will provide the design plans for the improvement of the roadways. The **CITY** will provide the design plans for the proposed new waterline and replacement/relocation of existing waterlines.
2. The **COUNTY** and the **CITY** will provide and pay for construction supervision for their respective portions of the project.
3. The **COUNTY** will apply for Ohio Public Works Commission (OPWC) funding for the project. Upon receipt of OPWC grant for the project, fifty-one percent (51%) of the water line work shall be paid for by the **CITY**, with forty-nine percent (49%) of the water line work shall be paid with OPWC funds.
4. The **CITY** will reimburse the **COUNTY** for all costs associated with the necessary water line improvements, for all expenses related to the new waterline and replacement of existing waterlines. Included in these costs are a percentage of the cost of overall project incidental items; maintenance of traffic, mobilization, field office, layout stakes and bond. The percentage shall be based on the overall cost of the project as compared to the cost of the water work.

- 5. The **COUNTY** will advertise and open bids for the project.
- 6. The **CITY** will review the bids to ensure that the costs associated with the new waterline improvements are reasonable and not unbalanced.
- 7. The **COUNTY** shall award the contract for construction of the project.
- 8. The **COUNTY** will invoice the **CITY** on a monthly basis for waterline work performed on the project. The **CITY** will reimburse the **COUNTY** within 30 days of receipt of an invoice.
- 9. Upon completion of the project, the **COUNTY** will maintain the new roadways and bridges. The **CITY** will maintain the new water lines.
- 10. This Agreement contains the entire agreement by and between the parties and the terms contained herein are contractual and are not a mere recital.

***IN WITNESS WHEREOF***, we have hereunto set our hand to this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSES:

THE BOARD OF COMMISSIONERS  
STARK COUNTY, OHIO

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WITNESSES:

THE CITY OF NORTH CANTON

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Approved as to legal  
form and sufficiency:

By: \_\_\_\_\_  
Assistant Prosecuting Attorney  
Stark County, Ohio

Approved as to legal  
Form and content:

By: \_\_\_\_\_  
City of North Canton Law Director